

[Get started](#)

Our Exchange Ledger tracks the balance and ownership of fiat currency and Digital Assets of each Gemini Account. Account balance entries on our Exchange Ledger are not publicly disclosed.

## Your Digital Assets

We are a fiduciary under § 100 of the New York Banking Law (the “NYBL”) and a custodian that is licensed to custody your Digital Assets in trust on your behalf. Gemini custodies your Digital Assets in either a Depository Account or a Custody Account controlled and secured by Gemini; the balances of which are reflected in the Digital Asset Account of your Gemini Account. Digital Assets custodied in a Depository Account are pooled together in one or more of our Digital Asset wallets. Digital Assets custodied in a Custody Account are custodied pursuant to the Custody Agreement entered into by and between you and Gemini Trust Company, LLC. You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of the Custody Agreement.

Digital Assets custodied on your behalf and reflected in the Digital Asset Account of your Gemini Account are not treated as general assets of Gemini.

## Digital Asset Insurance

We maintain commercial crime insurance for Digital Assets we custody in trust on your behalf in our online hot wallet (“Hot Wallet”). Our insurance policy is made available through a combination of third-party insurance underwriters.

Our policy insures against the theft of Digital Assets from our Hot Wallet that results from a security breach or hack, a fraudulent transfer, or employee theft.

Our policy does not cover any losses resulting from any unauthorized access to your User Account. You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your User Account login credentials and any other required forms of authentication, including your API keys. You further agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account and/or your Gemini Account. Please see the ‘Account Access’ section for more information.

Digital Assets are not legal tender and are not backed by any government. Digital Assets are not subject to Federal Deposit Insurance Corporation (“FDIC”) or Securities Investor Protection Corporation protections. Please see the ‘FDIC Insurance’ section for more information on FDIC “pass through” insurance as it relates to your Fiat Account.

[Get started](#)

<https://gemini.com/fees/custody-fee-schedule>

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of our Custody Fee Schedule. We reserve the right to change, modify, or increase our Custody Fee Schedule at any time. Any change to our Custody Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree that by logging into your account and/or authenticating to our API with your API key and using Gemini following any change to our Custody Fee Schedule, you are agreeing to accept our new Custody Fee Schedule.

### Your Fiat Currency

We are a fiduciary under § 100 of the NYBL and hold your fiat currency deposits in one or more: omnibus bank accounts (each an “Omnibus Account”) at depository institutions (each, a “Bank”); money market accounts (each, a “Money Market Account”) at a Bank of financial institution; and/or payment accounts (each, a “Payment Account”) at a financial institution (collectively, “Customer Omnibus Accounts”).

Each Omnibus Account is: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; (iii) established specifically for the benefit of Gemini Customers; and (iv) represents a banking relationship, not a custodial relationship, with each Bank. **You agree and understand that Omnibus Accounts do not create or represent any relationship between you and any of our Banks.**

Each Money Market Account is held at a Bank or financial institution: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve money market accounts; (iii) established specifically for the benefit of Gemini Customers; (iv) managed by a registered Financial Advisor, (v) custodied by a Qualified Custodian; and (vi) the monies within which are used to purchase money market funds invested in securities issued or guaranteed by the United States or certain U.S. government agencies or instrumentalities. **You agree and understand that Money Market Accounts do not create or represent any relationship between you and any of the related registered Financial Advisors and/or Qualified Custodians.**

Each Payment Account is held at a financial institution: (i) in our name, and under our control; (ii) separate from our business, operating, and reserve bank accounts; and (iii) established specifically for processing the fiat funds transfers of Gemini Customers. **You agree and understand that Payment Accounts do not create or represent any relationship between you and any of the related financial institutions.**

[Get started](#)

and (iv) recorded and maintained in good faith on our Exchange Ledger and reflected in a sub-account (i.e., the Fiat Account of your Gemini Account) so that your interests in our Customer Omnibus Accounts are readily ascertainable. Our records permit the determination of the balance of U.S. dollars for a particular Gemini Customer as a percentage of total commingled U.S. dollars held FBO all Gemini Customers in all Customer Omnibus Accounts in a manner consistent with 12 C.F.R. § 330.5(a)(2).

Notwithstanding anything herein to the contrary, you agree and understand that (i) we may hold some or all of your fiat currency deposits in Customer Omnibus Accounts and/or Gemini Dollar Accounts (as defined below) that do not receive any interest, and (ii) we may hold some or all of your fiat currency deposits in Customer Omnibus Accounts and/or Gemini Dollar Accounts that do receive interest and/or other earnings and, in such case, you agree to pay us a fee equal to the amount of any such interest and/or other earnings attributable or allocable to your fiat currency deposits as payment for the services we provide to you under this Agreement. You agree and understand that we shall collect any such payment, equal to the amount of such allocable interest and/or other earnings, simultaneously upon being paid such interest and/or other earnings to our Customer Omnibus Accounts and/or Gemini Dollar Accounts. In addition, you agree and understand that we may receive compensation for our Customer Omnibus Accounts and/or Gemini Dollar Accounts, either in the form of services provided at a reduced rate, the payment of a referral fee, or otherwise. Any such compensation will be retained by us and you agree and understand that you will not receive any portion of such compensation.

You should note the following information about each of our Customer Omnibus Accounts and Gemini Dollar Accounts:

- In accepting your fiat currency deposits, we are acting as a custodian;
- We do not have a reversionary interest in any of our Customer Omnibus Accounts or Gemini Dollar Accounts;
- Your rights in our Customer Omnibus Accounts and/or Gemini Dollar Accounts are limited to the specific amount of fiat currency in your Fiat Account;
- You direct the movement of fiat currency into and out of our Customer Omnibus Accounts by providing direction to us through Gemini as specified above;
- You direct the movement of fiat currency into and out of our Gemini Dollar Accounts by providing direction to us through Gemini to create or redeem Gemini Dollars (as defined

[Get started](#)

currency deposits held across our Customer Omnibus Accounts and/or across our Gemini Dollar accounts, you agree to pay us a fee equal to the amount of any such interest and/or other earnings as payment for the services we provide to you under this Agreement, which you agree and understand that we shall collect simultaneously upon being paid such interest and/or other earnings to our Customer Omnibus Accounts and/or Gemini Dollar Accounts;

- Our Customer Omnibus Accounts and Gemini Dollar Accounts are comprised of fiat currency belonging to you and other Gemini Customers;
- Our Banks and financial institutions accept instruction only from us and our agents and will not accept any instruction from you; and
- Our Banks and financial institutions do not act as custodians for Digital Assets, and are not involved in our Digital Asset exchange activities or in the oversight of such activities.

### FDIC Insurance

U.S. dollar deposits in your Fiat Account held in one or more Omnibus Accounts at one or more Banks located in the United States are held with the intention that they be eligible for Federal Deposit Insurance Corporation ("FDIC") "pass-through" deposit insurance, subject to the Standard Maximum Deposit Insurance Amount per FDIC regulations (currently \$250,000 per eligible Gemini Customer) and other applicable limitations. Our policy is to comply, in good faith, with the regulations and other requirements of the FDIC for pass-through deposit insurance, including those contained in 12 C.F.R. § 330.

**Please note:** Non U.S. dollar deposits held at any Banks or financial institutions, as well as U.S dollar deposits held at Banks or financial institutions located outside of the United States, may not be subject to or eligible for FDIC deposit insurance.

Certain circumstances may require us to transfer fiat currency between two or more of our Omnibus Accounts or terminate our relationship with one of our Banks. Movements of fiat currency between Omnibus Accounts are recorded in detail and will not affect the available balance in the Fiat Account of your Gemini Account or jeopardize the availability of FDIC insurance, subject to applicable limitations.

**Notice for U.K. Users:** If your U.S. dollar deposits are held in an Omnibus Account at a Bank located in the United States, you are not entitled to lodge a complaint with the UK Financial Ombudsman Service ("FOS") with respect to these U.S. dollar deposits, however,

[Get started](#)

## Deposits and Withdrawals

We email you receipt confirmation for all deposits and withdrawals.

### Fiat Currency Deposits

We do not accept fiat currency deposits from third parties for your benefit. Fiat currency deposits are only accepted from either a debit card or bank account that meets the following criteria: (i) is in the name of an individual or institution that has successfully completed our BSA/AML Program and that is named on the Gemini Account, and (ii) is domiciled in the country of residence of the individual or institution named on the Gemini Account (each, a "User Bank Account"). *If a fiat currency deposit does not originate from a User Bank Account or debit card, it will be rejected and returned immediately.*

### Wire Deposits

We accept wire deposits from User Bank Accounts. Wire deposits are made available for trading as soon as they settle to one of our Customer Omnibus Accounts; however, we reserve the right to hold funds in the amount of the wire deposit and/or Digital Assets sufficient to cover these funds, which may exceed the amount of funds from the wire deposit based on Gemini's assessment of potential fluctuations of the price of such Digital Assets, and to prevent withdrawal until the wire deposit is considered settled (typically within one Business Day). Once your wire deposit is considered settled, you will be able to withdraw these funds and any such Digital Assets. Wire deposits sent before 3pm ET by domestic wire from your User Bank Account will typically settle and be credited to your Gemini Account on the same day or next Business Day. Wire deposits may not be credited outside of normal banking hours. You agree and understand that wire deposit settlement times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks and financial institutions. You further agree and understand that in certain situations, wire deposit settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

### ACH Deposits

We accept Automated Clearing House ("ACH") deposits from User Bank Accounts. ACH deposits are made available for trading immediately; however, we reserve the right to hold funds in the amount of the ACH deposit and/or Digital Assets sufficient to cover the funds, which may exceed the amount of funds from the ACH deposit based on Gemini's assessment of potential fluctuations of the price of such Digital Assets, and to prevent withdrawal until the ACH deposit is considered settled (typically within four to five Business Days). Once your ACH deposit is considered settled, you will be able to withdraw



[Get started](#)

In certain situations, ACH deposit settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers. If your ACH deposit is returned to your bank or fails for any other reason, Gemini reserves the right to avail itself of remedies set forth in this User Agreement to recover any amount owed to Gemini, including the right to cancel or reverse any transaction, including orders, made in reliance on or in expectation of receipt of the deposited funds, and to seize Digital Assets purchased in reliance on or in expectation of receipt of the deposited funds. In this instance, you have no right to any Digital Assets or other assets purchased in reliance on or in expectation or receipt of the deposited funds, nor will Gemini have an obligation to allow you to reinstate a purchase or other order at the same price or on the same terms as the cancelled or reversed transaction. In such instances, we have the right to retain any seized funds, including any appreciation thereof.

### **ACH Deposit Limits**

You agree and understand that we reserve the right to increase and/or decrease your daily and monthly ACH deposit limits, in our sole discretion and without notice.

### **Debit Card Purchases**

We accept debit cards for use in the purchase of Digital Assets. We have the right to determine which debit card providers to support, and we reserve the right to change which debit card providers we support at any time without notice. Debit card transactions are executed immediately; however, we reserve the right to hold fiat currency in the amount of the debit card transaction and/or Digital Assets sufficient to cover these funds, which may exceed the amount of funds from the debit card transaction based on Gemini's assessment of potential fluctuations of the price of such Digital Assets, and to prevent withdrawal until they are considered settled. Once your debit card transaction is considered settled, you will be able to withdraw any such fiat currency or Digital Assets. You agree and understand that in certain circumstances, debit card transaction settlement times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

You understand and agree that any debit card transactions may be processed through WorldPay, Inc. and its subsidiaries (collectively, "Worldpay") and subject to WorldPay's privacy statement, available at: <https://www.worldpay.com/en-us/privacy-policy>.

If you use a debit card to purchase Digital Assets, you declare that you will not exercise the right to claim funds back (a "Chargeback") other than for unauthorised use of the debit card or for a breach by us of this User Agreement which would result in you having a right to a refund of the purchase amount. Otherwise, you may not Chargeback any purchase or

[Get started](#)

## Debit Card Limits

You agree and understand that we reserve the right to increase and/or decrease your daily debit card purchase limits, in our sole discretion and without notice.

## Digital Asset Deposits

Digital Asset deposits will typically be credited to your Gemini Account after the required number of network confirmations, as determined by us in our sole discretion, have occurred on the blockchain for such Digital Assets. You agree and understand that in certain situations, Digital Asset deposits may be delayed in connection with Downtime or congestion of or disruption to a Digital Asset Network.

## Fiat Currency Withdrawals

**Fiat currency withdrawals are only permitted to User Bank Accounts.** Your initiation of a fiat currency withdrawal using your User Account login credentials and other required forms of authentication, when applicable, will be deemed to be your authorization for Gemini to execute any such withdrawal.

## Wire Withdrawals

We process wire withdrawals to User Bank Accounts. Wire withdrawals initiated before 3pm ET will typically be processed on the same day or next Business Day. Wire withdrawals may not be processed outside of normal banking hours. We cannot guarantee that you will be able to cancel a wire withdrawal instruction. Gemini is not liable to you if, for any reason, we do not cancel a wire withdrawal. You agree and understand that wire withdrawal transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks and financial institutions. You further agree and understand that in certain situations, wire withdrawal transfer times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

## ACH Withdrawals

We process ACH withdrawals to User Bank Accounts. ACH withdrawals initiated before 3pm ET will typically be processed on the same day or next Business Day. ACH withdrawals may not be processed outside of normal banking hours. We cannot guarantee that you will be able to cancel an ACH withdrawal instruction. Gemini is not liable to you if, for any reason, we do not cancel an ACH withdrawal. You agree and understand that ACH withdrawal transfer times are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our Banks. You further agree and understand that in certain situations, ACH withdrawal transfer times may be delayed in connection with Downtime or disruptions to Gemini Service Providers.

[Get started](#)

Network. In certain situations, Digital Asset withdrawals may be delayed in connection with Downtime or the congestion or disruption of a Digital Asset Network.

### Transfer Fee Schedule

For information on Gemini's transfer fee schedule ("Transfer Fee Schedule"), please see our Transfer Fee Schedule page here:

<https://gemini.com/transfer-fee-schedule>

You agree and understand that your acceptance of this User Agreement is considered to be your acceptance of our Transfer Fee Schedule. We reserve the right to change, modify, or increase our Transfer Fee Schedule at any time. Any change to our Transfer Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days. You further agree and understand that by logging into your account and/or authenticating to our API with your API key and using Gemini following any change to our Transfer Fee Schedule, you are agreeing to accept our new Transfer Fee Schedule.

### Digital Asset Networks

You understand that we do not own or control the underlying software protocols of Digital Asset Networks which govern the operation of Digital Assets. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. You agree and understand that: (i) we are not responsible for the operation of the underlying protocols, and (ii) we make no guarantees regarding their security, functionality, or availability.

### Supported Networks

You agree and understand that we support, in our sole discretion, certain Digital Asset Networks on Gemini (each, a "Supported Network"). Supported Networks are as follows:

#### SUPPORTED NETWORKS

---

Bitcoin Network

---



[Get started](#)

---

Bitcoin Cash Network

---

Dogecoin Network

---

Ethereum Network

---

Litecoin Network

---

Tezos Network

---

Zcash Network

---

Solana Network

---

Filecoin Network

---

You agree and understand that a Digital Asset Network is not a Supported Network (each, an “Unsupported Network”), unless it is explicitly named as a Supported Network herein. You also agree and understand that we may, in our sole discretion, choose to support an Unsupported Network and make it a Supported Network on Gemini at any time. You further agree and understand that we may, in our sole discretion, choose to no longer support a Supported Network on Gemini and make it an Unsupported Network at any time.

### **Supported Digital Assets and Waiver of Conflicts**



Get started



DIGITAL ASSET	TRADING	DEPOSITORY ACCOUNT <sup>1</sup>	CUSTODY ACCOUNT <sup>2</sup>
Ox	Yes	Yes	Yes
1inch	Yes	Yes	Yes
Aave	Yes	Yes	Yes
Alchemix	Yes	Yes	Yes
Alchemy Pay	No	No	Yes
Alethea Artificial Liquid Intelligence	Yes	Yes	Yes
Amp	Yes	Yes	Yes
Ankr	Yes	Yes	Yes



Get started



ApeCoin	Yes	Yes	Yes
API3	Yes	Yes	Yes
Audius	Yes	Yes	Yes
Axie Infinity	Yes	Yes	Yes
Balancer	Yes	Yes	Yes
Bancor	Yes	Yes	Yes
BarnBridge	Yes	Yes	Yes
Basic Attention Token	Yes	Yes	Yes
Bitcoin	Yes	Yes	Yes
Bitcoin Cash	Yes	Yes	Yes



Get started



Bonfida	Yes	Yes	No
Bread	No	No	Yes
Burn	Yes	Yes	Yes
Caspian	No	No	Yes
Chainlink	Yes	Yes	Yes
Chiliz	Yes	Yes	Yes
Civic	Yes	Yes	Yes
Compound	Yes	Yes	Yes
Compound BAT	No	No	Yes
Compound DAI	No	No	Yes

[Get started](#)

Compound ETH	No	No	Yes
Compound Wrapped Bitcoin	No	No	Yes
Compound ZRX	No	No	Yes
Cryptex	Yes	Yes	Yes
Curve	Yes	Yes	Yes
Dai	Yes	Yes	Yes
Decentraland	Yes	Yes	Yes
DeFi Pulse Index	Yes	Yes	Yes
DerivaDAO	No	No	Yes
Dogecoin	Yes	Yes	Yes





Get started



Dogelon Mars	Yes	Yes	Yes
Enjin	Yes	Yes	Yes
Ether	Yes	Yes	Yes
Ethereum Name Service	Yes	Yes	Yes
Fantom	Yes	Yes	Yes
Fetch AI	Yes	Yes	Yes
Filecoin	Yes	Yes	Yes
Flexacoin	Yes	No	Yes
Frax	Yes	Yes	Yes
Frax Share	Yes	Yes	Yes

[Get started](#)

Gala	Yes	Yes	Yes
Gemini dollar	Yes	Yes	Yes
Geojam	Yes	Yes	Yes
Goldfinch	Yes	Yes	Yes
Golem	No	No	Yes
Illuvium	No	No	Yes
Index Cooperative	Yes	Yes	Yes
Injective	Yes	Yes	Yes
Keep Network	No	No	Yes
Keep3r Network	Yes	Yes	Yes

[Get started](#)

Kyber Network	Yes	Yes	Yes
Lido DAO Token	Yes	Yes	Yes
Liquity	Yes	Yes	Yes
Liquity USD	Yes	Yes	Yes
Litecoin	Yes	Yes	Yes
Livepeer	Yes	Yes	Yes
Loom Network	No	No	Yes
Loopring	Yes	Yes	Yes
Magic Internet Money	Yes	Yes	Yes
Maker	Yes	Yes	Yes

[Get started](#)

Maple Finance	Yes	Yes	Yes
Mask Network	Yes	Yes	Yes
Merit Circle	Yes	Yes	Yes
Metis	Yes	Yes	Yes
Mirror	Yes	Yes	Yes
Moss Carbon Credit	Yes	Yes	Yes
Numeraire	Yes	Yes	Yes
Ocean	No	No	Yes
OmiseGo	No	No	Yes
ORCA	Yes	Yes	No



Get started



Orchid	Yes	Yes	Yes
PAX Gold	Yes	Yes	Yes
Polygon	Yes	Yes	Yes
Qredo	Yes	Yes	Yes
Quant	Yes	Yes	Yes
Radicle	Yes	Yes	Yes
Rally	Yes	Yes	Yes
Raydium	Yes	Yes	No
Refereum	No	No	Yes
Ren	Yes	Yes	Yes



[Get started](#)

Render Token	Yes	Yes	Yes
REVV	Yes	Yes	Yes
Ribbon Finance	Yes	Yes	Yes
Saber	Yes	Yes	No
Shiba Inu	Yes	Yes	Yes
SKALE	Yes	Yes	Yes
Smooth Love Potion	Yes	Yes	Yes
Solana	Yes	Yes	No
Somnium Space	Yes	Yes	Yes
Spell Token	No	Yes	Yes

[Get started](#)

STEPN	Yes	Yes	No
Storj	Yes	Yes	Yes
Super Rare	Yes	Yes	Yes
SushiSwap	Yes	Yes	Yes
Synthetix	Yes	Yes	Yes
tBTC	No	No	Yes
Terra	Yes	Yes	Yes
TerraUSD	Yes	Yes	Yes
Tezos	Yes	Yes	No
The Graph	Yes	Yes	Yes



Get started



The Sandbox	Yes	Yes	Yes
Tokemak	Yes	Yes	Yes
Total Crypto Market Cap	No	No	Yes
TrueFi	Yes	Yes	Yes
Uma	Yes	Yes	Yes
Uniswap	Yes	Yes	Yes
Unstoppable Domains	No	No	Yes
USD Coin	Yes	Yes	Yes
Wrapped Bitcoin	No	No	Yes
Wrapped Centrifuge	No	Yes	Yes


[Get started](#)


Wrapped Filecoin	Yes	Yes	No
Wrapped Nexus Mutual	No	No	Yes
Wrapped TON Crystal	No	No	Yes
Yearn.finance	Yes	Yes	Yes
Zcash	Yes	Yes	Yes
Zebec Protocol	Yes	Yes	No

You agree and understand that a Digital Asset of an Unsupported Network or a Digital Asset that operates “on top of” a Supported Network is not a Supported Digital Asset (each, an “Unsupported Digital Asset”), unless it is explicitly named as a Supported Digital Asset herein. You also agree and understand that we may, in our sole discretion, choose to support an Unsupported Digital Asset and make it a Supported Digital Asset on Gemini at any time. You further agree and understand that we may, in our sole discretion, choose to no longer support a Supported Digital Asset on Gemini and make it an Unsupported Digital Asset at any time.

You agree and understand that we are solely responsible for the operation of Gemini, our Exchange, our Custody Services, our Mobile Application, and the provision of other services described in this User Agreement (collectively, “Gemini Services”), and for making all decisions and determinations with respect to the Gemini Services. Such decisions and determinations could include, without limitation, the choice to support or not support a Digital Asset or Digital Asset Network, or a change to the terms of trading or transacting

[Get started](#)

principals, directors, managers, officers, employees, and representatives or their respective affiliates (collectively, “Related Parties”) may directly or indirectly, including through interests in other entities, own, control, lend, borrow, or trade (each, to “Transact”) in a Digital Asset or related financial instruments, including, without limitation, a security, bond, money market, and/or derivative (collectively, “Financial Instruments”), for their own account or on behalf of other persons or entities, at any time prior to and/or after we choose to support such Digital Asset on the Gemini Services and make it a Supported Digital Asset or increase the scope of the Gemini Services made available for a Digital Asset that is already a Supported Digital Asset. You also agree and understand that we and our Related Parties may Transact in a Digital Asset or related Financial Instruments for their own account or on behalf of other persons or entities, at any time prior to and/or after we choose to no longer support such Digital Asset on the Gemini Services and make it an Unsupported Digital Asset or decrease the scope of the Gemini Services made available for a Digital Asset that is a Supported Digital Asset.

You agree and understand that we and our Related Parties may have certain actual or potential conflicts of interest related to our decision to support or not support a Digital Asset or increase or decrease the scope of the Gemini Services made available for such Digital Asset. Without limiting any of our obligations to you under this User Agreement and to the extent permitted by law, you hereby agree to waive any claim or other similar cause of action, whether direct or indirect, against us or our Related Parties, in which there is asserted a breach of fiduciary duties, conflict of interest, or other similar violation or offense with respect to, or arising out of, us and/or our Related Parties Transacting in Digital Assets or related Financial Instruments, as described herein.

You agree and understand that we may use our own services, including the Gemini Services. You further agree and understand that our Related Parties may be Gemini Customers and may use the services offered by us to Gemini Customers, including without limitation, the Gemini Services.

## Forks

You agree and understand that the underlying protocols of Supported Networks are subject to changes in operating rules (each a “Fork”) that may result in more than one version (each, a “Forked Network”) and us holding a specified amount of Digital Assets associated with each Forked Network. You further agree and understand that Forks may materially affect the value, function, and/or name of the Digital Assets you hold on Gemini.

In the event of a Fork, you agree and understand that we may temporarily suspend the operations of Gemini (with or without advance notice to you) while we choose, in our sole



[Get started](#)

you.

DIGITAL ASSET VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF DIGITAL ASSETS HELD BY US ON YOUR BEHALF. THE SUPPLY OF DIGITAL ASSETS AVAILABLE TO US TO PROVIDE TO YOU AS A RESULT OF A FORKED NETWORK AND OUR ABILITY TO DELIVER DIGITAL ASSETS RESULTING FROM A FORKED NETWORK MAY DEPEND ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF OUR CONTROL. WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN CONNECTION WITH DIGITAL ASSETS AND THEIR RELATED DIGITAL ASSET NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK. ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSETS (WHETHER OF A FORKED NETWORK OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR DIGITAL ASSET NETWORKS. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF GEMINI TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

In the event of a Fork of a Supported Network, we will support the Forked Network that requires the greatest total threshold number of hash attempts to mine all existing blocks measured during the 48-hour period following a Fork (the "Greatest Cumulative Computational Difficulty") and will retain the name and ticker of the Digital Asset that existed prior to the Fork. You agree and understand that we may, in our sole discretion, suspend operations, in whole or in part (with or without advance notice), for however long we deem necessary, while we make this determination. If we are unable to make a conclusive determination as to which Forked Network has the Greatest Cumulative Computational Difficulty, or if we determine in good faith that Greatest Cumulative Computational Difficulty is not a reasonable criterion upon which to make a determination, we will support the Forked Network that we deem in good faith is most likely to be supported by the greatest number of users and miners and will retain the name and ticker of the Digital Asset that existed prior to the Fork. We may also support the other Forked Network, in which case we will call its Digital Asset by a different name and use a different ticker.

### **Unsupported Forked Networks**

You agree and understand that we may choose, in our sole discretion, except as described herein, not to support a Forked Network (each, an "Unsupported Forked Network") and that you have no right, claim, or other privilege to any Digital Assets of an Unsupported

[Get started](#)

1. Abandon or otherwise not pursue obtaining these Unsupported Digital Assets;
2. Determine your balance at the time of the Fork, account for the resulting Digital Assets as your property, and make them available to you via a one-time withdrawal mechanism ("One-Time Withdrawal") (subject to the withholding and retention by us of any amount reasonably necessary, as determined in our sole discretion, to fairly compensate us for the efforts expended to make such Digital Assets available).

**Please Note: A One-Time Withdrawal does not make an Unsupported Forked Network a Supported Network or its Digital Assets Supported Digital Assets; or**

3. In rare circumstances, pursue and retain the resulting Digital Assets as property belonging solely to us. However, with respect to any Unsupported Forked Network that we subsequently decide to treat as a Supported Network, we will make such Digital Assets available to you (and will not retain such Digital Assets as property belonging to us).

You agree and understand that we will only give Written Notice if we elect to pursue option (B).

**You agree and understand that If you wish to ensure access to Digital Assets related to both Forked Networks following a Fork, or an Airdrop (as defined herein), you must withdraw your Digital Assets from Gemini prior to any Fork or Airdrop.**

**Please note:** If we decide to support an Unsupported Forked Network and its Digital Assets in the future, we will determine your balance at the time of the Fork (minus any applicable One-Time Withdrawals) and account for it as your property, which will be reflected in your Digital Asset Account.

### Unsolicited Transfers

You agree and understand that in the event that you or a third party deposits Unsupported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Unsupported Digital Assets as our property.

You agree and understand that in the event that a third party deposits Supported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Supported Digital Assets as follows:

1. Your property if sent to your Depository Account or Custody Account; or